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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
JULIE JACOBY

07 Civ 4627 (LAK)(RLE)

Plaintiff,

-against-

HARTFORD LIFE AND ACCIDENT INSURANCE  
COMPANY,

Defendant.  
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**PLAINTIFF’S SUR-REPLY IN FURTHER SUPPORT  
OF HER DISCOVERY MOTION**

Plaintiff respectfully requests that the Court permit the filing of this short sur-reply to correct an untrue assertion raised in Hartford’s supplemental reply dated January 22, 2009.

Hartford alleges that plaintiff misrepresented the content of the agreement between UDC and Hartford (the “Agreement”),<sup>1</sup> by stating that it “obligates them to assist Hartford in its litigation...” Hartford contends “no such provision... exists...” (Hartford Supp. Resp., p. 1). But, UDC’s obligation to provide Hartford with documents that it requests and to cooperate with Hartford’s litigations is abundantly clear. The Agreement provides:

Hartford shall reimburse UDC all actual costs for production of documents requested by Hartford or as may be required or compelled by law (such as, for example, by subpoena, or by other judicial or regulatory process.) UDC shall not

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<sup>1</sup> Hartford admits in its supplemental response that the provisions in the agreement between MAG and Hartford run parallel to the provisions in the UDC and Hartford agreement.

bill for any time relative to reproduction of documents, as that can be done by clerical personnel.

(emphasis added): The Agreement, furthermore, contains provisions providing for the reimbursement of time and travel expenses if UDC Medical Directors or staff need to appear as witnesses at trial or deposition.

Plaintiff disputes Hartford's claim that the Agreement is a confidential document that should be subject to protection. Hartford has made the medical personnel of UDC and MAG intricate to the claims and appeals process. The relationship between Hartford and these "independent" consultants is important to discerning the importance of Hartford's conflict of interest. By shielding the source of the relationship from scrutiny, and requiring plaintiffs to reinvent the wheel each time discovery is conducted needlessly increases the cost of litigation and makes it more likely that the Court will not be provided all of the facts when deciding these cases.

Dated: New York, New York  
January 23, 2009

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By: /s/Scott M. Riemer  
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